ment can recover. *United States Fidelity & Guaranty Co.* v. *United States*, 246 Fed. 433.

Grounded on the old English property conception of possession being of primary importance, the rule that a bailee may recover entire damages for injuries to a bailed article irrespective of his liability over, is well established. *The Winkfield*, [1902] P. 42; *Ullman* v. *Barnard*, 7 Gray (Mass.), 554; *Chamberlain* v. *West*, 37 Minn. 54; *Union Pacific Co.* v. *Meyer*, 76 Neb. 549, 107 N. W. 793. See HOLMES, THE COMMON LAW, c. 5. If the bailee may recover from the employee who converts property intrusted to him, it seems clear he should be able to recover from the surety on a bond which called for the faithful paying over by the employee of any property he might receive. *United States* v. *Griswold*, 9 Ariz. 314, 80 Pac. 317; *United States* v. *American Surety Co.* 155 Fed. 941; *Gibson* v. *United States*, 208 Fed. 534. After a bailee has made full recovery he is responsible to the bailor for all he has recovered above the value of his own interest. See SEDGWICK, DAMAGES, 9 ed., § 76. It would seem that after the government has recovered from the wrongdoer or his surety, the bailor should be allowed to sue the government in the Court of Claims and should not be dependent merely on the government's benevolence. See 24 STAT. AT L. 505.

COMMON CARRIERS — REASONABLE SERVICE — DISCRIMINATION. — On the application of certain "snow bird" coal miners, whose mines were only temporarily opened because of the shortage of coal and the resultant high prices, the Public Service Commission of West Virginia ruled that a regulation of the applicant railroad, providing for the furnishing of open-top cars only to miners who had tipple-loaders, a device for speedy loading of cars, which could be used only with open-top cars, was unjustly discriminatory, and ordered that these cars be provided to all miners applying in proportion to the capacity of their mines. The exceptional demand for cars created a shortage, and the railroad was supplying only box cars to the small mines. *Held*, that the order of the Commission be annulled. *Baltimore, etc. R. Co.* v. *Public Service Commission*, 94 S. E. 545 (W. Va.).

The common carrier is under a duty to provide a sufficient number of cars for any ordinary exigency; but it is not bound to provide cars for extraordinary and unforeseeable emergencies. *Shoptaugh* v. *St. Louis, etc. R. Co.*, 147 Mo. App. 8, 126 S. W. 752; *Wall Milling Co.* v. *Atchison, etc. Ry. Co.*, 82 Kan. 256, 108 Pac. 137. See *Anderson* v. *Chicago, etc. R. Co.* 88 Neb. 430, 437, 129 N. W. 1008, 1011. But it is the duty of the carrier to provide the facilities which it possesses to all who make demand, without discrimination. *Chicago, etc. R. Co.* v. *Wolcott*, 141 Ind. 267, 39 N. E. 451; *Sonman Shaft Coal Co.* v. *Pennsylvania R. Co.*, 241 Pa. 487, 88 Atl. 746. This question of discrimination, however, must be tested by what is reasonable. If the discrimination is not unjust, then the carrier may employ it without any violation of the principle of equality. *United States ex rel. Pitcairn Coal Co.* v. *Baltimore, etc. R. Co.*, 154 Fed. 108; *Logan Coal Co.* v. *Pennsylvania R. Co.*, 154 Fed. 497; *Gulf Compress Co.* v. *Alabama Great Southern R. Co.*, 100 Miss. 582, 56 So. 666. And the regulation in question appears clearly reasonable under the circumstances. It has even been held that a railroad is justified in refusing cars to any except tipple-loaders, if a shortage of cars justifies such policy, and no discrimination is practised between mine-owners similarly circumstanced. *Harp* v. *Choctaw, etc. R. Co.*, 125 Fed. 445; *Thompson* v. *Pennsylvania R. Co.*, 10 I. C. C. 640. The sole question then remaining is whether the carrier is providing a reasonable service to the public and the mine-owners. And, since the answer to this question must depend on the foreseeability of the emergency, and since the railroad is meeting the situation as well as its equipment will permit, it would seem that the service provided is all that could reasonably be expected. *Pennsylvania*

R. Co. v. *Puritan Coal Mining Co.*, 237 U. S. 121; *Udall Milling Co.* v. *Atchison, etc. Ry. Co., supra; Cumbie* v. *St. Louis, etc. Ry. Co.*, 105 Ark. 415, 151 S. W. 240. See *Illinois Central R. Co.* v. *River & Rail Coal & Coke Co.*, 150 Ky. 489, 493, 150 S. W. 641, 643. Hence the decision seems clearly sound.

DESCENT AND DISTRIBUTION — WHAT CONSTITUTES ADVANCEMENT. — A court of equity ordered that payments from the surplus income of a lunatic's estate be made from time to time to next of kin whom the lunatic when sane was in the habit of assisting financially. *Held*, that these payments were gifts. *In re The Farmers' Loan and Trust Co., Administrator*, 58 N. Y. L. J. 1565.

Whether or not a payment by an intestate during his lifetime is to be treated as an advancement rests on the intent of the intestate. *Cowles* v. *Cowles*, 56 Conn. 240, 13 Atl. 414. In the case of a payment to a child of the intestate, or to a person to whom the intestate stands *in loco parentis*, the presumption is in favor of an advancement. *Carmichael* v. *Lathrop*, 108 Mich. 473, 66 N. W. 350. A court of equity in ordering payments to be made from the estate of a lunatic acts not on any supposed interest in the property on the part of the beneficiaries but upon the principle that the court will act with reference to the lunatic, and for his benefit, as it is probable the lunatic himself would have acted, if of sound mind. *Ex parte Whitbread*, 2 Mer. 99. On these principles the present decision is clearly sound.

ILLEGAL CONTRACTS — CONTRACTS AGAINST PUBLIC POLICY — INCIDENTAL RESTRAINT OF MARRIAGE. — Plaintiff's intestate promised to transfer his entire property to defendant in case the latter managed the estate until the death of intestate and remained unmarried during that period. In proceedings to settle the estate, defendant filed a cross bill for performance of this agreement. *Held*, that the agreement is valid, and that defendant is entitled to the relief sought. *Fletcher* v. *Osborn*, 118 N. E. 446 (Ill.).

In a majority of the cases raising similar considerations, the decisions are in accord with the principal case. *King* v. *King*, 63 Ohio St. 363, 59 N. E. 111. *Crowder-Jones* v. *Sullivan*, 9 Ont. L. R. 27. *Contra, Lowe* v. *Doremus*, 84 N. J. L. 658, 87 Atl. 459. There is nothing intrinsically illegal in abstaining from marriage, but public policy does not favor agreements tending to a restraint thereof. The principal case marks out what is conceived to be a reasonable limitation of this doctrine, namely, that the contract is not vitiated where the restraint is merely incidental to the main object thereof. It is generally held that this rule is not applicable to the analogous cases of contracts incidentally effecting a restraint of trade. *Bishop* v. *Palmer*, 146 Mass. 469, 16 N. E. 299; *Saratoga Bank* v. *King*, 44 N. Y. 87. But the distinction in result is probably sound, as there is a stronger policy against restraint in the latter type of case. See 14 HARV. L. REV. 614.

INJUNCTION — ACTS RESTRAINED — PUBLICATION OF PERSONAL LETTERS. — The defendant had obtained personal letters written by one of the plaintiffs to the other, and had deposited the letters with a court in a divorce proceeding against the writer. This proceeding being concluded she applied to the court for the letters for the purpose of publishing them. The plaintiff brought a bill to enjoin the giving of the letters to her and the publication of them by her. *Held*, that the injunction be granted, to protect the property right of the plaintiffs in the letters. *King* v. *King*, 168 Pac. 730 (Wyo.).

Courts of equity since the time of Lord Eldon have not hesitated to enjoin the recipient of private letters, or third parties, from publishing them. The jurisdiction of equity was based, by Lord Eldon, upon the securing of the property interest of the writer in his personal letters. *Gee* v. *Pritchard*, 2 Swanst. 402. Property in personal letters, which are without historical, literary, or